HP

** RE-RECORD TO ADD FHLB ATTCHMENT

Sidwell

1

Davidson County DEEDWARR
Recvd: 05/31/06 11:53 2 pgs
Fees:13.00 Taxes:499.13
[redacted]
20060531-0063763

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $134,900.00.

Affiant

Sworn to and subscribed before me, the undersigned, a Notary Public this 26th day of May, 2006.

Notary Public

My Commission Expires: 11/8/08

K. THOMAS SIDWELL
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires NOV. 8, 2008

WARRANTY DEED

THIS INSTRUMENT WAS PREPARED BY

Sidwell & Barrett, P.C.
121 First Avenue South
Suite 200
Franklin, TN 37064

ADDRESS NEW OWNER(S) AS FOLLOWS:
Brandon T. Clark and wife, Carley G. Clark
5141 Highlander
Antioch, Tennessee 37013

SEND TAX BILLS TO:
NEW OWNER

MAP-PARCEL NUMBERS:

163-02-0-104.00

For and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid by the Grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, Gary Baron II hereinafter referred to as Grantors, hereby transfers and conveys to Brandon T. Clark and wife, Carley G. Clark, hereinafter referred to as Grantees, their heirs and assigns a certain tract or parcel of land in Davidson County, State of Tennessee described as follows, TO WIT:

Land in Davidson County, Tennessee, being Lot No. 154 on the Plan of Hickory Highlands, Section 2, Phase 3, of record in Instrument No. 20020315-0032956, Register's Office for said County, to which reference is made for a more complete description.

Being the same property conveyed to Gary Baron II by Deed from Alphonso Jackson, Secretary for Secretary of Housing and Urban development, of Washington, D.C. of record in Instrument No. 20060109-0002628, Register's Office for Davidson County, Tennessee, dated February 24, 2006.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

Taxes for the year 2006, and subsequent years, a lien not yet due and payable.

Subject to all matters as set forth per Plan of record in Instrument No. 200203150032956, Register's Office of said County.

260500854

Davidson County DEEDWARR
Recvd: 06/09/06 11:00 3 pgs
Fees:17.00 Taxes:0.00
20060609-0068646

RE-RECORD

Restrictive Covenants of record in Deed Book 10421, Page 239; Book 11103, Page 990; Book 11306, Page 572; Book 11667, Page 310; Instrument No. 199912230306511; Instrument No. 200002010010122 and in Instrument No. 200205280064349, Register's Office of said County.

** SEE FHLB ATTACHMENT TO WARRANTY DEED **

This conveyance is subject to all easements, restrictive covenants and conditions, and other matters of record, including all items set out on any applicable plat of record.

County and/or City taxes for the year 2006, a lien not yet due and payable. Said taxes have been prorated between the parties as of the date of this instrument, with the GRANTORS paying their prorata share thereof to GRANTEES who will be responsible for payment of said taxes.

This is improved property known as 5141 Highlander, Antioch, TN 37013.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said **GRANTEES**, their heirs and assigns forever, and I do covenant with the said **GRANTEES** that I am lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and I do further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to the said land to the said **GRANTEES**, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my hand this 26th day of May, 2006.

Gary Baron II

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me; the undersigned, a Notary Public in and for said County and State, the within named Gary Baron II, the bargainor(s), with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledge that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal this 26th day of May, 2006.

Notary Public

My Commission Expires: 11/8/08

K. THOMAS SIDWELL
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY, TENN.
My Commission Expires NOV. 8, 2008

260500854

FHLB attachment to Warranty Deed

Revised 031606

Federal Home Loan Bank of Cincinnati
Retention Language for Ownership projects
that receive New Neighbors funds.

The language below should be inserted into the Warranty Deed or as a Restrictive Covenant to the Warranty Deed. If it is attached to the Warranty Deed as an addendum or attachment, the Warranty Deed must reference the addendum or attachment.

Grantee(s) in deed, for and in consideration of receiving direct subsidy funds from the Federal Home Loan Bank of Cincinnati's New Neighbors Program in order to finance in part the acquisition of the property described in this deed, shall not convey any interest in such property to a third party and shall reside in such property as the primary residence of such grantee(s) for a period of five (5) years (the "Retention Period") following the date of recording of this deed in the public office for recording deeds in the county in which such property is located.

a) Such grantee(s) shall notify in writing the Federal Home Loan Bank of Cincinnati, the mailing address of which is P.O. Box 598, Cincinnati, OH 45201-0598, following any of the following events occurring prior to the end of the Retention Period: (i) such grantee(s) convey all or a part of the interests in such property to a third party; (ii) such grantee(s) refinances the debt that grantee(s) incurred to finance acquisition of such property that is secured by a mortgage or deed of trust of such property; (iii) such grantee(s) cease occupying such property as the principal residence of such grantee(s); or (iv) such grantee(s) prepay an amount in excess of one fifth (1/5) of the initial principal amount of the note that the mortgage or deed of trust secures.

b) If any of the events described in (a) (i) or (a) (ii) hereof occurs prior to the end of the Retention Period, such grantee(s) shall pay to the Federal Home Loan Bank of Cincinnati from any net proceeds realized an amount equal to the product of the amount of the direct subsidy funds that such grantee(s) received and a fraction, the numerator of which is the number of months elapsed from such recording of this deed prior to such event, and the denominator of which is sixty (60).

c) If the event described in (a) (iii) hereof occurs prior to the end of the Retention Period, such grantee(s) shall pay to the Federal Home Loan Bank of Cincinnati an amount equal to the product of the amount of the direct subsidy funds that such grantee(s) received and a fraction, the numerator of which is the number of months elapsed from such recording of this deed prior to such event, and the denominator of which is sixty (60).

d) If an event described in (a) (iv) hereof occurs within two years after the Retention Period commences, such grantee(s) shall pay the Federal Home Loan Bank of Cincinnati an amount equal to the product of the amount of the direct subsidy funds that such grantee(s) received and a fraction, the numerator of which is the number of months elapsed from such recording of this deed prior to such event, and the denominator of which is sixty (60).

e) Grantee(s) by accepting this deed hereby grant to the Federal Home Loan Bank of Cincinnati a lien on such property to secure such payment obligation, and agree that the Federal Home Loan Bank of Cincinnati may enforce the obligations of grantee(s) herein using any remedy available to the Federal Home Loan Bank of Cincinnati at law or in equity. Such lien of the Federal Home Loan Bank of Cincinnati shall be subordinate to the lien of any mortgage or deed of trust, as the case may be, that encumbers such property.

f) The obligation of such grantee(s) to repay direct subsidy funds to the Federal Home Loan Bank of Cincinnati shall terminate after any foreclosure sale of such property.